



3618 Ocean Ranch Blvd., Oceanside, CA, 92056 * 760-481-7444 * 800-646-1887

MONCADO SPRINGS HOMEOWNERS ASSOCIATION AGREEMENT FOR THE USE OF THE CLUBHOUSE FACILITIES FOR PRIVATE PARTY

This agreement is made this _____ day of _____, 20____, by and between the **Moncado Springs Homeowners Association** ("Association") and _____ ("Owner and/or Tenant"), who resides at _____.

This agreement is made for the purpose of granting Owners/Tenants the exclusive right to use the Association's Clubhouse for a private party or gathering starting on _____ (date) at _____ (time) and ending on _____ (date) at _____ (time). However, Owners/Tenants may not, during the period of such use, deny the use of the pool/spa and tot lot facilities to any member or guest of the Association. Such use of the Clubhouse facilities by Owners/Tenants shall be subject to the following terms and conditions:

1. **Rules.** Owners/Tenants hereby agree to abide by and conform to all Rules and Regulations of the Association, including but not limited to, the Association's Pool/Spa Rules, Parking Regulations, and the Association's governing documents.
2. **Indemnification and Hold Harmless.** Owners/Tenants use the equipment and facilities at Owners'/Tenant's own risk, and acknowledge that the Association does not warrant or make any representations regarding the safety and condition of the equipment and the facilities.

In consideration of the right to use the Association's Common Area facilities, and for other valid consideration, Owners/ Tenants agree to indemnify and hold harmless the Association, its officers, directors, former officers and directors, agents, and employees, from any and all claims, demands, actions, or causes of action known or unknown, including all injuries, deaths and/or damages arising out of, or in any way connected with, the use by Owners/Tenants or to Owner's/Tenant's agents, servants, employees, invitee, guests, or property from any cause whatsoever during the period covered by this Agreement; and Owners/Tenants hereby expressly release Association from, and agree to indemnify it against, any and all claims for such loss, damage, or injury.

3. **Liability Insurance.** Owners/Tenants shall obtain and provide to the Association a copy of a Comprehensive Liability policy of insurance in the amount of \$300,000 to cover, among other things, Owner's/Tenant's guests and agents during the use of the facilities for the private party, and shall name Association as an Additional Insured on such policy.
Owner/Tenant Initials_____.



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4. **User Fee & Deposit.** Owners/Tenants hereby agree to pay the Association a nonrefundable **\$50/day** Rental Fee and a **\$300** refundable deposit prior to use of the facilities.

Please make checks payable to Moncado Springs HOA. An inventory and inspection form will be provided to all renters upon reservation confirmation. This inventory and inspection list will have a check-in inspection which must be completed and left in the mounted inbox on the wall in the kitchen upon rental completion (prior to 7:00 am following the rental date). Failure to complete the inventory and inspection form will result in forfeiture of the rental deposit. An inspection of the clubhouse will be completed following the rental. The rental deposit may be used by the Association to pay any expense of cleaning and repairs or replacements required after use of the facilities by Owners/Tenants. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the Association upon inspection of the clubhouse following the event. Owners/Tenants hereby agree that the facility shall be cleaned up prior to 7:00 a.m. following the event.

5. **Covenants.**

- (A) Owners/Tenants and Owner's/Tenant's invitee, guests, and any persons admitted to the facilities by Owners/Tenants, shall comply with all laws of the United States, the State of California, ordinances of the County of San Diego and all rules and requirements of the local police and fire departments.
- (B) Owners/Tenants or Owner's/Tenant's invitee, guests, and any persons admitted to the facilities by Owners/Tenants, shall not injure nor damage in any manner the facilities, and shall not cause or permit anything to be done whereby such facilities shall be in any manner damaged, marred, or defaced.
- (C) If the facilities, furnishings, equipment, or any portion of the project during the term of this Agreement shall be damaged by the act, default, or negligence of Owners/Tenants or any of Owner's/Tenant's invitee, guests, or any persons admitted to the facilities by Owners/Tenants shall pay to Association, upon demand, any and all costs and fees to make repairs or replacements.
- (D) Owners/Tenants shall be responsible for any attorneys' fees and costs incurred by Association in enforcing any provisions of this Agreement.



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- (E) Association reserves the right to eject any person or persons behaving in a disorderly manner or contrary to the Rules and Regulation of Association, and to prevent any damage to or destruction of the project during the period of use by Owners/Tenants.
- (F) Owners/Tenants shall use the equipment and activities in a proper and safe manner, and neither the Association nor any of its employees, agents, officers, or directors shall be responsible for instructing or otherwise supervising Owner's/Tenant's use of the equipment and facilities.
- (G) Owners/Tenants shall not use the equipment and facilities if the health condition of Owners/Tenants makes such use dangerous or hazardous to Owners/Tenants or any other person using the equipment and facilities.

| Owner / Tenant Information | | |
|---|--------------------------|--------|
| First Name: | Last Name: | |
| Email Address: | Phone Number: | |
| Check one: <input type="radio"/> Owner <input type="radio"/> Tenant | Driver's License Number: | State: |

| Owner / Tenant Signature | |
|--------------------------|-------|
| Signature: | Date: |